

AG Contract No. KR00 1629TRN
ADOT ECS File No. JPA 00-139
Project: NH 063-1(19)B
TRACS: 95 YU 004 H4415 04C
Section: US-95, Gadsen to Main Drain

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
YUMA COUNTY

THIS AGREEMENT is entered into 7 November, 2000 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the Yuma County, acting by and through its Board of Supervisors, (the "County")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. It is to the mutual advantage of the State and the County to landscape the detention basin within the right of way on US 95 and on County owned land immediately adjacent to US 95 at the following location.

On the west side of the highway from the intersection of US 95 and Sixth Avenue, milepost 04 84 north to Fifth Avenue, milepost 04 96, a net distance of approximately 0.12 miles.

NO 24313
Filed with the Secretary of State
Date Filed: 11/07/00

Patricia Bayless
Secretary of State

B. Dick V. Graenewald

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the County for concurrence.

2. The County shall permit construction of the project on County owned properties and street rights of way

3. After County concurrence of the plans, the project will be constructed by the State, using Federal and State funds, in an amount currently estimated at \$50,000

4. The State shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

5. The County shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at County expense

6. After construction, the County shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

7. The County hereby agrees to maintain the landscaping including plants, decorative paving, benches, and planters. Maintenance shall consist of the care of all plants in accordance with accepted horticultural practices, keeping all areas in good repair and free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The County will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the County, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

Yuma County
County Engineer
2703 S. Avenue B
Yuma, AZ 85364

7. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YUMA COUNTY

STATE OF ARIZONA
Department of Transportation

By 
LUCY SHIPP
Chair

By 
CATHERINE J. HEGEL
Contract Administrator

ATTEST

By 
WALLY HILL
Clerk of the Board

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RESOLUTION

BE IT RESOLVED on this 24th day of August 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yuma County for the purpose of defining responsibilities for the design, construction and maintenance of landscaping improvements on US-95, Gadsen to Main Drain.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read "D. Allocco", written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

STATE OF ARIZONA)

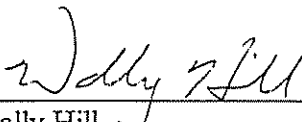
SS

COUNTY OF YUMA)

I, Wally Hill, Clerk of the Yuma County Board of Supervisors do hereby certify that I am required by law to maintain custody of the minutes for the Board of Supervisors and that the following is a true and correct copy of a portion of the minutes of the Board of Supervisors meeting on held October 2, 2000.

"Upon motion and unanimous vote, the Board of Supervisors authorized the Chairman of the Board to sign an Intergovernmental Agreement between the State of Arizona and Yuma County for landscape and associated irrigation system and all related subsequent maintenance on U.S. Highway 95.

In Witness Whereof I hereunto set my hand and affixed the Official Seal of the Board of Supervisors. Done in Yuma, Arizona, the County Seat for said County, this 19th day of October, 2000.



Wally Hill
Clerk of the Board of Supervisors

APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YUMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 13 day of September, 2000.

John Zate
County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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JANET NAPOLITANO
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-1629TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: November 2, 2000

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:cpo

Enc.

#654213